

**AGREEMENT FOR EARLY CONNECTION  
PROJECT NO(S).\_\_\_\_\_**

Whereas, the undersigned, has made application to construct certain water and/or sewerage facilities under the above-referenced project(s).

We, the undersigned, hereby request permission to make early connections to the water and/or sewerage facilities constructed under the above-referenced project(s) at the following locations:\_\_\_\_\_

\_\_\_\_\_

We agree that all work will be completed and warranted for one (1) year from date of deed in accordance with the specifications of the Department of Water and Sewerage Services and as per the approved plans for the above-referenced project(s).

The undersigned agrees to indemnify, defend and hold harmless the Metropolitan Government, its officers, agents and employees from and against all suits and claims of loss or expenses, including court costs and attorney's fees by reason of liability imposed on or alleged against the Metropolitan Government, its officers, agents, and employees including but not limited to suits or claims for injunctive relief, nuisance, inverse condemnation or damages because of bodily injury, death and property damages arising out of the release for early connections.

We further agree that we will be responsible for correcting and repairing any damage to the above facilities, and that an adequate bond to ensure completion will be maintained until they have been deeded to the Metropolitan Government of Nashville and Davidson County, inspection bills paid, and cost certificates received.

**By:**\_\_\_\_\_

**(STATE OF TENNESSEE  
DAVIDSON COUNTY)**

Personally appeared before me, \_\_\_\_\_, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me by his signature(s) that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_.

**CONTRACTORS STATEMENT FOR EARLY CONNECTIONS**  
**PROJECT NO(S).**\_\_\_\_\_

This is to certify that we have installed the sewer and/or water lines on the above-referenced project(s) and that said lines are ready for early connection at the following locations:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For labor and materials used in installing the above lines for which early connections are being requested, the cost is \$\_\_\_\_\_ as of this date, and we hereby release all claims to the developer as to labor and materials and certify that all claims for labor and materials furnished us on the above-referenced portion of the project have been satisfied in full as of this date.

We agree that all work will be completed and warranted for one (1) year from date of deed, and we hereby certify that all items of work will be completed in accordance with the specifications of the Department of Water and Sewerage Services, the approved plans, and in accordance with our contract with \_\_\_\_\_.

**By:**\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(STATE OF TENNESSEE**  
**DAVIDSON COUNTY)**

Personally appeared before me, \_\_\_\_\_, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me by his signature(s) that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_.

WHEREAS, \_\_\_\_\_, (Owner) has filed an application with the Department of Water and Sewerage Services to permit Owner to construct and install the following water and/or sewer lines:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And

WHEREAS, the application provides in part that no connections to the above-mentioned lines shall be permitted until the aforementioned lines have been deeded to the Metropolitan Government of Nashville and Davidson County; and

WHEREAS, Owner desires to obtain permission to connect certain properties to certain of the above-mentioned lines which have been constructed and inspected by the Department and determined to be ready for use; and

WHEREAS, the Owner and the Department of Water and Sewerage Services are in agreement that the above-mentioned prohibition on connections to said lines should be waived in consideration of the mutual benefits which will inure to the parties from said waiver.

NOW, THEREFORE, in consideration of the mutual benefits which will inure to the parties from this agreement, Owner and the Department of Water and Sewerage Services agree to waive the provision in the application filed by Owner which prohibits the connection to the above-described lines prior to the deeding of said lines to the Metropolitan Government of Nashville and Davidson County.

**WITNESSETH** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**OWNER:**

\_\_\_\_\_  
\_\_\_\_\_

**DEPARTMENT OF WATER AND SEWERAGE SERVICES:**

The above referenced lots are approved for early release.

\_\_\_\_\_  
- MWS Inspector